

# **REQUEST FOR QUALIFICATIONS**

## **DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL PROJECT**

**RFQ No. 2015-11R  
(REISSUED)**



**The Town of Miami Lakes Council:**

**Mayor Wayne Slaton  
Vice Mayor Manny Cid  
Councilmember Timothy Daubert  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**DATE ISSUED: June 15, 2015**

**CLOSING DATE: July 13, 2015**

# DESIGN SERVICES FOR SAFE ROUTES TO SCHOOL PROJECT

RFQ 2015-11R

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**SECTION 1**  
**TOWN OF MIAMI LAKES**  
**DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL PROJECT**  
**RFQ NO. 2015-11**  
**NOTICE TO PROPOSERS**

The Town of Miami Lakes (the "Town") is accepting sealed Responses for the Civil Engineering Services ("Services") for the Town's **Safe Routes to School Project**.

The Town plans to implement a greenway trail and safe route to school on the east side of Miami Lakeway North and Miami Lakeway South ("Project"). The Project includes a new shared use path, swale restoration/improvements, drainage improvements, curbs, gutters, sidewalks, lighting improvements, landscaping, signage and striping. The Services consists of providing analysis, design documents, and construction administration services for the Project. Additional details on the Scope of Services contained in Section 3 of the Request For Qualifications ("RFQ").

**This project is partially funded through the Federal Local Agency Program administered by FDOT. This solicitation contains specific requirements that both the Proposer and its subconsultants must meet. See Section 4.21 for additional information.**

Sealed Responses must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014 by 2:00 P.M. on July 13, 2015.

A Pre-Proposal Conference will not be held for this solicitation.

Copies of the RFQ will only be made available on the Town's website at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=289&Itemid=278](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278). Most documents will be in .pdf format, and some may be fillable .pdf documents.

Any further inquiries regarding this RFQ must be directed to the Procurement Office, via email at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov).

All Proposals must be submitted in accordance with the requirements of the RFQ. **Any Proposals received after the specified time and date will not be considered.** The responsibility for submitting a Proposal before the stated time and date and at the correct location is solely and strictly the responsibility of the Proposer.

*Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation.*

## **SECTION 2 - OVERVIEW**

### **2.1. Invitation**

The Town of Miami Lakes (the “Town”) invites responses (“Responses”) this Request for Qualifications (“RFQ”) to provide the civil engineering services as described in Section 3.0: “*Scope of Services*.” This RFQ is being issued pursuant to Florida Statute 287.055: the “Consultants’ Competitive Negotiation Act.”

### **2.2. Agreement Terms and Conditions**

The Proposer(s) selected to provide the requested service(s) identified herein as the “Successful Proposer(s)”) will be required to execute a Professional Services Agreement (“Agreement”) with the Town in substantially the same form as the Agreement included as part of the RFQ.

### **2.3. Submission of Responses**

The Town reserves the right to accept any Responses deemed to be in the best interest of the Town, to waive any minor irregularities, or omissions or technicalities in any Response, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the Town Charter and Code, and this RFQ.

Sealed written Responses must be received by the Town Clerk’s Office, no later than the date, time and at the location indicated in the Notice to Proposers to be responsive. Faxed or emailed documents are not acceptable and will not be considered. Proposers are solely responsible to ensure timely delivery of its Response and any Responses received, no matter the reason or cause, after the stated date and time or delivered to a different address or location will not be considered. One (1) original and seven (7) copies of the original plus one (1) copy in digital form (on CD-ROM or flash/thumb drive in .pdf format), of your Response must be timely received by the Town or your Response will be disqualified. Copies are to be duplicates of the original. Where there is a discrepancy between the original and any copy the original documents will prevail.

Only one (1) Response from an individual, firm, partnership, or corporation will be considered in response to this RFQ. Subconsultants may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation or individual that submits a Response may not be a subconsultant on another Response submitted under this RFQ.

Proposals from joint venture firms will not be accepted in response to this RFQ.

### **2.4. Submission Requirements**

Proposers should carefully review the submission requirements for this RFQ. The RFQ requires the submission of specific information, the use of specific forms, and specific formatting of a Response. Should a Proposer fail to comply with the requirement of the RFQ the Response may be deemed non-responsive.

Throughout this RFQ, the words or phrases “must” and “will” “is or “is responsible” denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Responses must be signed by an official authorized to bind the Proposer to the provisions given in the Response. Responses must remain valid for at least 120 days. Upon award of an Agreement, the

contents of the Proposal of the Successful Proposer(s) will be included as part of the Agreement, at the Town's discretion.

Responses must be submitted in a sealed envelope or package with the RFQ number, title and due date clearly noted on the outside of the envelope.

## **2.5. Cone of Silence**

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this RFQ.

## **2.6. Additional Information or Clarification**

Requests for additional information or clarifications must be made in writing via email. Proposers must e-mail their requests for additional information or clarifications to the attention of the Procurement Office at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Facsimiles will not be reviewed. Any request for additional information or clarification must be received no later than ten (10) calendar days before the Response Submission Date. Late or mis-delivered requests will not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary by written addendum issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued will prevail. All addendum will be posted on the Town's website at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=289&Itemid=278](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278).

It is the Proposer's sole responsibility to ensure receipt and acknowledgement of all addenda. Prior to submitting the Response, the Proposer should check the Town website. The webpage is located at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov).

## **2.7 Award of an Agreement**

The Town anticipates awarding one Agreement for the Project. The Town reserves the right to execute or not execute, as applicable, Agreement(s) with the Successful Proposer(s) when it is determined to be in the Town's best interests. The award and execution of the Agreement will comply with the Consultants' Competitive Negotiation Act, Florida Statute §287.055, as amended. The Town reserves the right in its best interest, to determine if an award will be made and the number of awards made under this RFQ.

In the event of a tie score in the rating and ranking of the Proposals the higher ranking will be assigned to the Proposer that certifies that is in compliance with Section 287.087, Florida Statutes. Should a tie occur the Town will require the Proposers to submit a Drug Free Workplace Certification form. Should each of the tied Proposers comply with the Florida Statute requirement the Town Manager shall break the tie.

## **2.8 Execution of Agreement**

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement as reflecting in Attachment A if it is the Successful Proposer(s). Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for Town's consideration. Only comments and proposed revisions included within the Response will be considered by the Town. Any

comments identified after the Response has been received will not be considered by the Town. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received will be grounds for removal from further consideration for award. None of the foregoing precludes the Town, at its option, from seeking to negotiate changes to the Agreement during the negotiation process.

The Town will require the successful Proposer to provide, for itself, and any Subconsultant(s) any or all of the following documentation to support the submission of a fee proposal as a condition precedent to execution of an Agreement.

- Raw labor rates by labor or professional classification certified as accurate by an officer of the company or a certified public accountant.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Updated information reflecting information resulting from negotiation of the Agreement.

The Town may require specific forms for submission of portions of the information contained above and if such forms are required they will typically be available on the Town's website. Where the Town does not provide specific forms to be utilized, the Proposer must provide the information in a format acceptable to the Town.

## **2.9 Unauthorized Work**

The Successful Proposer(s) must not begin work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin work. Any unauthorized work performed by the Successful Proposer(s) will be deemed non-compensable by the Town and Proposer will not have any recourse against the Town for performing unauthorized work.

## **2.10. Changes/Alterations**

Proposer may change or withdraw a Response at any time **prior to** the Response Submission Deadline. All changes or withdrawals must be made in writing to the point of contact specified in Article 2.6, "Additional Information and Clarifications". Oral/Verbal modifications will not be considered. Written modifications will not be accepted after the Response Submission Date. Any changes or withdrawal must be made by an individual authorized to make changes or revisions. Written proof of such authority must be submitted with such request. Proposers must not assign or otherwise transfer its Response.

## **2.11. Subconsultant(s)**

A Subconsultant is an individual or firm who has a contract with the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Subconsultant must be paid through Proposer or Proposer's firm and not paid directly by the Town. Subconsultants are allowed by the Town in the performance of the proposed services under this RFQ.

Proposer must clearly reflect in its Response the major Subconsultants to be utilized in the performance of required Services. Any and all liabilities regarding the use of a Subconsultant will be borne solely by the Successful Proposer(s) and insurance for each Subconsultant must be maintained in good standing and approved by the Town throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Subconsultants are considered to be employees or agents of the Town. Failure

to list all major Subconsultants and provide the required information may disqualify any proposed Subconsultants from performing work under this RFQ.

Proposers are expressly prohibited from substituting Subconsultant contained in the Response. Such substitution, for any reason, after receipt of the Response, and prior to award by the Town, will result in disqualification of the Response from further consideration for award.

#### **2.12. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda, if any, should be reported in writing to the email identified in Article 2.6 of the RFQ. Should it be necessary, the Town will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

#### **2.13. Disqualification**

**This RFQ requires the use and submission of specific Town and Federal Forms. In addition, the RFQ requires the submission of additional documents and information. These are must type requirements for being considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered for award.**

The Town reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the Town, or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Response submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or local public entity within the past five (5) years will be rejected as non-responsive and Proposer must not be considered for award.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, Proposer must be disqualified from consideration for award of the Agreement.

#### **2.14. Proposer's Expenditures**

Proposer understands and agrees that any expenditure it makes in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses in response to this RFQ are exclusively at the expense of the Proposers. The Town will not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an award of a contract or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, or administrative or judicial proceedings resulting from the solicitation process.

#### **2.15 Inspection of the Site**

Proposers should carefully examine the site of the proposed work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Services required pursuant to the mandates and requirements of this RFQ and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions

or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

#### **2.16. Execution of Proposal**

The Proposal must be manually signed, in blue ink, by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a partnership is the Proposer, the Proposal must be signed in the name of the firm by one or more of the partners. Anyone signing the Response as an agent for the Proposer must file with the Response legal evidence of signature authority. Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly documents will result in the rejection of the Response as non-responsive.

Proposer understands that submitting a Response to this RFQ does not constitute as agreement or contract with the City.

#### **2.17. Certification of Accuracy of Proposal**

Proposer by signing and submitting it Response certifies and attest that all Forms, Affidavits and documents related thereto that it has included in its Response, in support if its Response are true and accurate.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of an Agreement.



## **SECTION 3 – SCOPE OF SERVICES**

### **3.1. Services to be Provided**

The Town of Miami is seeking to procure the services of a civil engineering firm to provide professional design and construction administration services for the Project. The Proposer and its Subconsultants must be able to perform every element of the Scope of Services as outlined in the RFQ and Attachment A, the Agreement.

### **3.2. Scope of Services**

#### **3.2.1 Overview**

The Town plans to implement a greenway trail and safe route to school on the east side of Miami Lakeway North and Miami Lakeway South ("Route"). The Route begins at Miami Lakes Middle School and ends at Miami Lakes Elementary School. The total linear distance of the proposed Miami Lakeway Trail is approximately 1.5 miles.

The Consultant will provide analysis, design documents, and construction administration services for the Project. The Project includes a new shared use path, swale restoration/improvements, drainage improvements, curbs, gutters, sidewalks, lighting improvements, landscaping, signage and striping, as required to produce complete sets of signed and sealed construction documents, specifications and estimates of probable construction costs for this Project. All improvements must conform to Americans with Disabilities Act (ADA) requirements or provide a sound design exception. Because of the inconsistency of the available land adjacent to the roadway, the proposed improvements will require allowances for existing conditions, as necessary. These conditions will include: sidewalks, utility structures, drainage structures, driveways, cross streets, established trees, etc. Consultant should review the existing facilities and make suggestions as to the best options for the new trail/path.

#### **3.2.2 Scope Details**

The Consultant will:

- Conduct a preliminary assessment to analyze the Project for potential issues such as pathway alignment, safety, excessive slope, right-of-way constraints, conflicts with roadways and vehicular traffic, environmental issues (e.g. stormwater discharge, etc.), accessibility issues, drainage, and the future user experience.
- Provide assistance as necessary for right of entry for driveway modifications.
- Provide SWPPP as may be necessary.
- Coordinate with pertinent regulatory agencies and stakeholders, and obtain all necessary permits.
- Assist the Town with public outreach and workshops, and participate in public meetings (e.g. meetings with stakeholders, community outreach, Town Council meetings, etc.). It is estimated that a total of six (6) meetings will be held. The Town will coordinate the meetings.
- Design alternatives, including scope, cost, and schedule, will be prepared for review by Town staff prior to commencing detailed design work. Prepare plans and specifications for the Project improvements. The plans will identify all

information regarding the Project, including, but not limited to, the underground utilities, manholes, gate valve boxes, survey monuments and structures that would be affected by Project construction, and existing public and private improvements. All plans must be prepared in AutoCAD format.

- The Consultant will phase the work required to complete the Project so that the Project is designed and constructed in the most logical, efficient, and cost effective manner.
- Electronic copies of all plan & specification packages must be submitted to the Town of Miami Lakes in addition to hard copies. Electronic copies of plans shall include PDF copies of all plan sheets, and an AutoCAD a-transmit of the plans. Electronic copies of the specifications shall include a complete PDF copy of the specification, as well as Microsoft Word. Ensure that the designs comply with sound engineering practices for bicycle and pedestrian improvements, Americans with Disabilities Act (ADA), Title 24 requirements, and Manual on Uniform Traffic Control devices (MUTCD) standards. Designs will be reviewed by Town staff for compliance.
- Prepare engineer's estimate for each key stage of the project.
- Consultant is required to provide all final deliverables, such as plans, studies, reports, calculations, permits and other documents, in sufficient count, as may be necessary, in addition to those listed in this RFP, for project approval. The final product for bid advertisement shall include both electronic and hard copies of all plans, specifications and estimate (PS&E) suitable for printing or copying.
- Attend project update meetings, as appropriate, based on scope/agenda topics. The consultant will be responsible for detailed progress reports.
- Provide monthly schedule/milestone updates (Microsoft Project or similar format). Participate in monthly conference calls, as necessary.
- Provide assistance during bid period (pre-bid meeting, respond to bidder's inquiries, bid opening, bid review, etc.).

### 3.23 Potential SRTS Improvements

- Widen existing sidewalk where possible to create a continuous 8-10 foot multi-use trail along the east side of the Miami Lakeway North/South right-of-way and within the park/greenway right-of-way. Trail should be designed for bicyclists and pedestrians to share the Path.
- Install "Path Narrows" signs where needed at locations such as Celebration Point.
- The path should meander where possible to avoid narrowing the path around trees and utilities.
- Replace faded and outdated school crossing signs near Miami Lakes Drive to be compliant with current Manual on Uniform Traffic Control Devices (MUTCD).
- Install high emphasis crosswalks at Miami Lakes Drive.
- Install new crosswalks for the SRTS path at NW 153rd Street, Lake Candlewood Court, Lake Childs Court, and Lake Saranac Avenue.
- Smooth out 90 degree angles on the path through widening and re-paving.
- Install bollards across the path at intersections to provide additional caution emphasis and limit access to path for motorized vehicles.

- Install wayfinding signage along the path.

### 3.24 Typical Section – Miami Lakeway North and South

Miami Lakeway North and South are two-lane roadways located within 70 feet of Town roadway right-of-way. The speed limit along Miami Lakeway North and South is 35 miles per hour. Crossing guards are provided across NW 67th Avenue. However, south of the south entrance to Durnford Drive, an estimated 25-foot park right-of-way exists along the east side of the Miami Lakeway North right-of-way (Park Site P-34A and P-348). Along Miami Lakeway South, an estimated 25 feet of additional land is designated as a park owned by the Town east of the roadway between Miami Lakes Drive and Lake Candlewood Court (Park Site P-33). A 20-foot greenway is designated along the southeast side of Miami Lakeway South between Lake Candlewood Court and NW 67th Avenue. Miami Lakeway North and South contain two 12-foot travel lanes. Both an 8-foot sidewalk on the west side and 5-foot sidewalk on the east side exist on Miami Lakeway, with the exception of the segment between Durnford Drive and Miami Lakes Drive, of which no sidewalk exists on the east side of the road. South of Miami Lakes Drive a 5-foot sidewalk resumes on the east side and continues to NW 67th Avenue. The trail section estimates are based on a review of right-of-way maps and measurements taken in the field. More precise right-of-way locations should be developed through field surveys during the design documentation process.

### 3.25 Crash Data

According to crash data obtained from the Miami-Dade County Metropolitan Planning Organization (MPO), a total of 31 bicycle crashes and 61 pedestrian crashes have occurred within the attendance boundary and 2-mile walking radii of Miami Lakes Middle School and Miami Lakes K-8 School. A total of three (3) crashes have occurred along the proposed Miami Lakeway Trail- 1 bicycle crash and 2 pedestrian crashes.

### 3.26 Town Furnished Documents

- A complete topographic survey of the right-of-way will be provided by the Town.
- Geotechnical reports with pavement cores and percolation test.

## 3.3 **Project Schedule**

This Project is funded under a LAP Agreement with FDOT. Based on the timelines established in the grant agreement the Town anticipates the following schedule for the Services to be performed under the Agreement:

- Award of Agreement – August 2015
- Preliminary Assessment with Path/Trail options and alternatives submission- September 2015
- 60% Plans Submittal by – November 2015
- FDOT and other agency approvals– December 2015
- 90% Plans Submittal by – January 2015
- 100% Plans Submittal by – February 2015 (approval by all regulatory agencies)

## **SECTION 4- GENERAL CONDITIONS**

### **4.1 Acceptance/Rejection**

The Town reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the Town, are in its best interest(s). The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFQ. Further, the Town may waive informalities, technicalities, minor irregularities, or request new Responses for the services specified in this RFQ and may, at its discretion, withdraw or re-advertise the RFQ.

### **4.2 Legal Requirements**

This RFQ is subject to all applicable federal, state, county, and Town laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility for compliance with these requirements.

### **4.3 Non-Appropriation of Funds**

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project or any future projects, then the Town, Proposer must have the unqualified right to terminate any Work Order(s), or the Agreement upon written notice to the Consultant, without any penalty or expense to the Town. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Successful Proposer(s).

### **4.4 Business Tax Receipt**

Proposer(s) must meet the Town and Miami-Dade County's Business Tax Receipt requirements. Proposer(s) with a business location outside the Town must meet the applicable local Business Tax Receipt/Occupational License requirements. A copy of the license should be submitted with the Response. The Town may, at its sole option allow the Proposer to submit a copy of the after the Response Submission Date.

### **4.5 Minimum Qualification Requirements**

The Proposer(s) must have a minimum of five (5) years' experience under its current name providing the required professional services as stipulated in Florida Statute 287.055, as amended ("CCNA"). **Proposers and subconsultants must be pre-qualified by FDOT for all projects on the SHS and NHS.** To confirm that your firm and proposed Subconsultants are prequalified check the FDOT website at <http://www2.dot.state.fl.us/procurement/ProfessionalServices/lppc/listmenu.htm> The Town will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. The Proposer must have a proven record of successfully completing surveys.

**Three (3) references from Owners of the project(s) of a similar, size, scope, and complexity.** The Proposer must utilize Form RFQ-PP-R for these references and the form must be signed by the Owner of

the project. Failure to submit the reference forms may result in the Response being deemed non-responsive. Do not provide references from the Town of Miami Lakes.

Each Proposer interested in responding to this RFQ must provide the information and forms required by Section 4.0 "Instructions for Submitting a Response. Responses that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 4.0, "Instructions for Submitting a Response.

#### **4.7. Local Preference**

This RFQ is not subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. The form to request local preference is available at the website address included in Section 1 of the RFQ.

#### **4.8 Resolution of Protests**

A protest related to this RFQ must be submitted in accordance with Ordinance 12-142 of the Town Code. The Ordinance is available at the website address identified in Section 1 of the RFQ.

#### **4.9 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ, is submitted in the format outlined in the RFQ, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required. Failure of the Proposer to provide the information as required under Section 5 of the RFQ may result in a rejection of the Response as non-responsive.

#### **4.10 Public Entity Crimes**

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers must submit Form PEC with their Response.

#### **4.11. Conflict of Interest**

Proposer, by responding to this RFQ, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFQ. Proposers must submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFQ. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

#### **4.12. Collusion**

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFQ as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the Town may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the Town, after which time the Response will be deemed non-responsive.

#### **4.13. Clarifications**

The Town reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

#### **4.14. Key Personnel**

Subsequent to submission of a Response and prior to award of an Agreement any Key Personnel identified in the response must not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

#### **4.15. Audit Rights and Records Retention**

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFQ, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer will maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for three (3) years after the Town makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Agreement (if awarded) by the Town.

#### **4.16. Public Records**

Proposer understands that the public will have access, at all reasonable times, to all documents and information pertaining to Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and Town of Miami Code, Section 18, Article III, and agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section will result in the immediate cancellation of the Agreement (if awarded) by the Town.

#### **4.17. Debarred/Suspended Vendors**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public

work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

#### **4.18. Nondiscrimination**

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

#### **4.19. Contingent Fees**

Proposer represents and warrants to the Town that it has not employed or retained any person or company employed by the Town to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement. Proposer must complete and submit Form AK with its Response.

gift of any kind contingent upon or in connection with, the award or making of an contract.

#### **4.20 Assignment; Non-Transferability of Response**

The Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, up to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Exhibit A contains specific language as to the assignment, transfer, sale or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

#### **4.21 Federal Requirements**

##### **a. Prequalification**

The Proposer and all proposed Subconsultants must be prequalified by the Florida Department of Transportation ("FDOT") on the SHS and NHS and all off system critical projects as defined in the LAP Manual Chapter 23 and LAP Bulletin 14-01. To confirm that your firm and proposed Subconsultants are prequalified check the FDOT website at <http://www2.dot.state.fl.us/procurement/ProfessionalServices/lppc/listmenu.htm>. Failure to be prequalified will result in the Proposal being reject as non-responsive.

##### **b. E-Verify**

Consultant must comply with the requirements of the U.S Department of Homeland Security's E-Verify requirements for all individual performing any of the Services under the Agreement. The requirements and access to the E-Verify system can be found at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm) . Consultant must submit with its response copies of documents provided by homeland security that demonstrate that the consultant and all subconsultants and each of their personnel who will provide services under

the agreement have been verified. Failure to provide these documents with the Proposal will result in the Proposal being rejected as non-responsive. The Town may, at its sole discretion, allow a Proposer to submit these documents during the Procurement review process before the Proposals are provided to the Evaluation Committee.

c. Terms of Federal Aid Contracts

Proposer must comply with the terms of all applicable federal provisions, including those stated in Form 375-040-40 (Appendix I), which is attached is attached hereto and is incorporated into this RFQ.

d. Disadvantage Business Enterprise Measures

A Disadvantage Business Enterprise (DBE) goal of 9.91% has been established under FDOT's Program Plan, which is applicable to this RFQ. This Plan is race neutral. The Proposer must comply with Federal Aid Terms Appendix I, Form 375-040-40, which as stated above, is attached to and incorporated as part of this RFQ.

e. Federal Forms

Section 5 includes specific federal/FDOT forms that must be completed. Failure to submit these forms will result in the Proposal being found non-responsive. The Town may, at its sole discretion, allow a Proposer to submit these documents during the Procurement review process before the Proposals are provided to the Evaluation Committee.

f. EOC System Registration

Within three (3) business days of submission of the Proposal the Proposer must register their bid opportunity information in the Equal Opportunity Compliance (EOC) System at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. We strongly recommend you visit this site before your firm submits its Proposal.

g.



## **SECTION 5 - SUBMITTING A RESPONSE**

### **5.1 Submission Requirements**

Submit the following information and documents with Proposer's Response to this RFQ. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

Each Response must contain the following documents and form required by Sections 5.1A, each fully completed, and signed as required. Proposers must prepare their Responses utilizing the same format outlined below in Section 5.1B. Each section of the Response as stipulated in 5.1B must be separated by a tabbed divider identifying the corresponding section number. **Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential.** Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents including, but not limited to; media and public relations literature, annual reports, pictures, etc. unless specifically requested herein. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee.

Hard cover binders and not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 5.1B.

Page limitations have been established for some of the Town Forms, as well as other documents. Proposer must adhere to the stated page limitations. This RFQ requires the use and submission of specific Town Forms. Additional pages may not be added unless the Town Form or specific section of the RFQ states that additional pages may be added. Failure to utilize or any altering of the Town Forms will result in the rejection of the Response as non-responsive.

#### **A. Contents of Qualification Statement:**

##### **1. Proposal Letter**

Proposer must complete and submit Form RFQ-PL for this section of the Response.

##### **2. Narrative (maximum 1 page)**

Using Form RFQ-N Proposer must provide a one page narrative that provides a brief overview of the Proposer, an overview of its experience in providing transportation concurrency related studies for public entities, and why the Proposer should be selected.

##### **3. Qualifications of the Proposer**

- a. Complete and submit Form CPD for this section of its response.
- b. Complete and submit Form RFQ-QP for this section of its Response.
- c. Resume of the principal-in-charge if an Agreement is awarded. (Maximum 1 page).

- d. Copy of business licenses, including Business Tax Receipt, and Florida Registration. (Submit company certification, not personal certifications unless the personal certification or licenses is being utilized to qualify the Proposer)
- e. Copy of State Corporate or other proof from the State of Florida that the Proposer is authorized to perform work in the State of Florida.

#### **4. Qualifications of the Proposer's Team**

- a. Proposer must complete and submit Form RFQ-QT for this section of its Response.
- b. Describe your Project Team's experience in developing, designing and implementing Safe Routes to School or similar Projects. Provide a brief description of each member's role & responsibility for the Town's Project. (Maximum 2 pages)
- c. Table of Organization of the Proposer's Team, which reflects the reporting structure and inclusive of names & titles of the Proposer's key personnel it will utilize if an Agreement is awarded.
- d. A resume must be included for each of the key personnel the Proposer anticipates utilizing, including Subconsultant personnel. The resume should include technical qualifications, which includes the number of years working for the Proposer or Subconsultant, the number of years working in the position identified for this Project, Project experience and qualifications that reflects experience in projects of a similar, size scope and complexity, as defined in the RFQ. (Each resume is to be a maximum of 1 page)
- e. Provide a listing of where Key Personnel have worked together previously on similar projects. Identify the project(s), the names of the personnel, their title, and role in the project, and if the work was performed while working with or for another firm. Provide the project description(s), a brief description of the scope, and the final cost of the Project. (Maximum 1 page)
- f. Form RFQ-WC reflecting the workload capacity for each of the key personnel.

#### **5. Qualifications of Project Manager**

- a. Firm must complete and submit Form(s) RFQ-PM for the Project Manager on similar projects on a minimum of three (3) previous occasions. At least one of these projects should be a Safer Routes to School Project.
- b. Proposer must submit Form RFQ-PM-R for each Form RFQ-PM submitted.
- c. One page resume reflecting the Project Manager education, experience and qualifications as they relate to this RFQ. Where the Proposer intends to utilize a Principal of the firm for its Project Manager. Proposer must provide the information required of this Section for the Principal.
- d. Provide a summary of the Project Manager's experiencing developing, designing and implementing Safe Routes to School or similar projects. (maximum 1 Page)

**6. Project Approach and Process (maximum 2 page)**

Firm must complete and submit Form RFQ-PAP for this section of its Response. Provide a brief explanation of the Proposer's approach to developing and designing an effective Safe Routes to School Project for the Town that fits within the ascetics of the Town. Include what your firm has implemented with other public entities.

**7. Technical Approach (combined maximum total of 2 pages)**

Utilizing Form RFQ-T provide the following:

- a. Provide an overview of your firm's computer aided design and drafting capabilities
- b. Quality control and assurance, including coordination between design disciplines, compliance with program requirements, professional/industry standards, and conformance with all applicable code requirements

**8. Project Experience for Proposing Firm - Past Five (5) Years**

- a. Proposer must complete and submit Form RFQ-PP for this section of its Response.
- b. For each Form RFQ-PP submitted Form RFQ-PP-R must also be submitted with the Response. Proposer must only include projects that have been completed and are comparable to the types of projects to be awarded under the Agreement. Submit no more than 3 project forms. The projects submitted should be for Safe Routes to School Projects or projects that are similar in scope.

**9. Affidavits/Certifications**

The following affidavits/certifications must be completed and submitted with the Response:

- a. Acknowledgement of Addenda
- b. Public Entity Crime Affidavit
- c. Conflict of Interest Affidavit
- d. Anti- Kickback Affidavit
- e. Non-Collusive Affidavit
- f. Drug Free Workplace Affidavit
- g. E-Verify
- h. Form 375-030-32, Certification Regarding Debarment, Suspension, ineligibility, and voluntary exclusion for Federal Aid Contracts
- i. Form 375-030-33, Certification For Disclosure of Lobbying Activities on Federal Aid Contracts
- j. Form 375-030-34, Disclosure of Lobbying Activities
- k. Form 375 -030-50, Conflict of Interest Certification
- l. FDOT Lorraine Odom Letter establishing overhead rates
  - i. If this is not available an audit report must be provided from an independent Certified Public Accountant or a State or Federal agency.

## **10. Agreement Provisions**

Provide comments on, and exceptions to the attached Agreement terms and conditions. Proposed changes to the Agreement must be returned to the Town in Microsoft Word format with comments reflected by “red-lining” the original document utilizing the tracking feature. The Microsoft Word document must be included in the Response in both printed format and electronically on a CD-ROM/flash drive. The Town will only consider the identified comments and exceptions during negotiations. Where a proposal is returned without comments it will be deemed that the Proposer has no comments or exceptions to the draft Agreement.

### **B. Response Submission Format**

Responses are to be prepared and submitted in the following format and order. Failure to comply with this format may adversely impact the evaluation of the Response.

#### **Section A**

1. RFQ-PL – Proposal Letter
2. RFQ – N – Narrative
3. Company Profile and Declaration

#### **Section B, Qualifications of Proposer**

1. RFQ-QP – Qualifications of Proposer
2. RFQ-PP – Proposer’s Experience
3. RFQ-PP-R – Proposer’s References
4. Resumes of Principal in Charge (maximum 1 page)
5. Business Licenses
6. State Certificate/Registration authorizing company to work in Florida

#### **Section C, Qualifications of Proposer’s Team**

1. RFQ-QT – Qualifications of Team
2. Team’s experience in developing, designing, & implementing a Safe Routes to School or similar project (maximum 2 pages)
3. Table of Organization
4. Resume of Key Personnel (maximum each 1 page)
5. Key personnel working together on similar project(s) (maximum 1 page)
6. RFQ-WC-Workload Capacity

#### **Section D, Qualifications of Project Manager**

1. RFQ-PM – Qualification of Project Manager
2. RFQ-PM-R –Project Manager’s Reference Form
3. Resume (maximum 1 page)
4. Summary of Experience (maximum 1 page)

#### **Section E, Project Approach and Process**

1. RFQ-PAP – Project Approach and Process (maximum 2 pages)
2. RFQ-T, Technical Approach (maximum 2 pages)

#### **Section F, Affidavits & Addendum**

1. Acknowledgement of Addenda

2. Public Entity Crime Affidavit
3. Conflict of Interest Affidavit
4. Anti- Kickback Affidavit
5. Non-Collusive Affidavit
6. Drug Free Workplace Affidavit
7. E-Verify
8. Form 375-030-32, Certification Regarding Debarment, Suspension, ineligibility, and voluntary exclusion for Federal Aid Contracts
9. Form 375-030-33, Certification For Disclosure of Lobbying Activities on Federal Aid Contracts
10. Form 375-030-34, Disclosure of Lobbying Activities
11. Form 375 -030-50, Conflict of Interest Certification
12. FDOT Lorraine Odom Letter establishing overhead rates
13. Certificate of Authority

**Section G, E-Verify Documents**

1. E-Verify Forms for Proposer and Subconsultants and Key Personnel

**Section H, Agreement Comments**

1. Comments on Agreement

## **SECTION 6 - EVALUATION/SELECTION PROCESS**

### **A. Evaluation Procedures**

The procedure for response evaluation and selection is as follows:

1. Request for Qualification issued.
2. Receipt of Responses.
3. Opening of Proposals and listing of all Responses received.
4. Review of the Responses by Town staff for compliance with the submission requirements of the RFQ, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Response in accordance with the requirements of the RFQ. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Responses the Committee will rank the Responses.
8. The Committee will forward its recommendation of the most qualified Proposer(s) to the Town Manager, inclusive of the ranking of the Responses.
9. The Town Manager will review the Committee's recommendation and make a recommendation to the Town Council for award (if applicable), reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the Town Manager determination will prevail. The Town Manager may submit a recommended firm or "short list" or a combination of a recommended firm and the "short list" to the Town Council, if required.
10. The Town Council, if Town Council approval is required, will make the final award.
11. The Town Manager will attempt to negotiate an Agreement with the selected Proposer(s).
12. If the Town Manager is unsuccessful in negotiating an Agreement with the selected Proposer(s) the negotiations with the Proposer(s) will be terminated and the Town Manager will attempt to negotiate an Agreement with the next highest ranked Proposer(s) and so on.

## **B. EVALUATION CRITERIA**

Responses Proposer must be evaluated according to the following criteria and respective weight:

- |   |                   |
|---|-------------------|
| ➤ Proposer's Experience & Qualifications          | Maximum 35 points |
| ➤ Proposer's Team Experience & Qualifications     | Maximum 40 points |
| ➤ Project Manager's Qualifications and Experience | Maximum 20 points |
| ➤ Project Approach and Process                    | Maximum 15 points |
| ➤ Technical Capabilities                          | Maximum 15 points |

Total Points 125

## **Submittal Checklist**

The attached checklist is provided for informational purposes only to assist the Proposer in ensuring it is submitting a complete Response. It is the sole responsibility of the Proposer to ensure that its Response is complete.

### **Submittal**

#### Section A

- ☐ RPQ-PL, Proposal Letter
- ☐ RPQ-N, Narrative
- ☐ Form CPD, Company Profile & Declaration

#### Section B

- ☐ RFQ-QP, Qualifications of Proposer
- ☐ RFQ-PP, Proposer's Experience
- ☐ RFQ-PP-R, Proposer's References
- ☐ Resume of Principal
- ☐ Business Licenses
- ☐ State Certificates/Registration

#### Section C

- ☐ RFQ-QT, Qualifications of Team
- ☐ Team's Experience with Similar Projects
- ☐ Table of Organization
- ☐ Resumes of Key Personnel
- ☐ Key Personnel Working Together
- ☐ RFQ-WC, Workload Capacity

#### Section D

- ☐ RFQ-PM, Qualifications of Project Manager
- ☐ RFQ-PM-R, Project Manager's References
- ☐ Resume of Project Manager
- ☐ Summary of Experience of Project Manager

#### Section E

- ☐ RFQ-PAP, Project Approach & Process
- ☐ RFQ-T, Technical Approach

#### Section F

- ☐ Acknowledgement of Addenda



- ☐ Form PEC, Public Entity Crime Affidavit
- ☐ Form COI, Conflict of Interest Affidavit
- ☐ Form AK, Anti-Kickback Affidavit
- ☐ Form NCA, Non-Collusive Affidavit
- ☐ Form DFW, Drug Free Workplace Affidavit
- ☐ Federal Form 375-030-32, Debarment
- ☐ Federal Form 375-030-33, Lobbying
- ☐ Federal Form 375-030-34, Lobbying Activity
- ☐ Federal Form 375-030-50, Conflict of Interest
- ☐ FDOT Lorraine Odom Letter or Financials
- ☐ Certificate of Authority

Section G

- ☐ E-Verify Forms

Section H

- ☐ Comments on Agreement

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                                 )  
  ) SS:  
COUNTY OF                                 )

I    HEREBY    CERTIFY    that    a    meeting    of    the    Board    of    Directors    of  
\_\_\_\_\_ a corporation existing  
under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the  
following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as an officer or employee of the Corporation, be and  
is hereby authorized to execute the Response dated, \_\_\_\_\_, 20\_\_\_\_\_, to the Town  
of Miami Lakes and this Corporation and that their execution thereof, attested by the Secretary of the  
Corporation, and with the Corporate Seal affixed (if applicable), will be the official act and deed of this  
Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this  
\_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I       HEREBY       CERTIFY       that       a       meeting       of       the       Partners       of  
\_\_\_\_\_ organized and existing under the laws of  
the State of \_\_\_\_\_, held on \_\_\_\_\_, 20 \_\_\_\_\_, the following  
resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership,  
be and is hereby authorized to execute the Response dated, \_\_\_\_\_ 20 \_\_\_\_\_, to the  
Town of Miami Lakes and this Partnership and that their execution thereof, attested by the  
\_\_\_\_\_ is the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**CERTIFICATE OF AUTHORITY  
(IF AN INDIVIDUAL)**

STATE OF                                 )  
  ) SS:  
COUNTY OF                                 )

I HEREBY CERTIFY that as an individual, I \_\_\_\_\_, or as a doing business as ("DBA") \_\_\_\_\_ (if applicable) exist under the laws of the State of Florida and is authorized to conduct business in the State of Florida.

"RESOLVED, that, as an individual or DBA, be and is hereby authorized to execute the Response dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Miami Lakes as an individual or DBA and that my execution thereof, attested by a Notary Public of the State, will be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

Commission No.: \_\_\_\_\_

I personally know the individual/do not know the individual (Please Circle)

Driver's License # \_\_\_\_\_ or other form of identification \_\_\_\_\_.

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**